

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: AMANDA K. JOAS : Chapter 13
aka AMANDA KATHERINE JOAS : Case No. 19-14896-pmm
aka AMANDA JOAS :
Debtor, :

CAPITAL ONE AUTO FINANCE, :
A DIVISION OF CAPITAL ONE, N.A., :
Movant, : Motion for
v. : Relief from Stay
: :
AMANDA K. JOAS and :
SCOTT F. WATERMAN, Trustee, :
Respondents :

ANSWER TO MOTION OF CAPITAL ONE AUTO FINANCE FOR RELIEF FROM STAY

AND NOW COMES Debtor, Amanda K. Joas, by and through her attorneys, Newman Williams, P.C., and in Answer to the Motion of Capital One Auto Finance for Relief from Stay avers as follows:

1. Denied. After reasonable investigation Debtor is without knowledge sufficient to form a belief as to the truth of these averments.
2. Admitted.
3. Admitted in part and denied in part. It is admitted only that Debtor entered into a Loan and Security Agreement for the purchase of the vehicle referenced in this paragraph. The remaining averments are denied as after reasonable investigation Debtor is without knowledge sufficient to form a belief as to the truth of these averments. By way of further answer, the amount to be financed was \$17,735.00.
4. Admitted.

5. Denied. This averment represents a legal conclusion to which no response is necessary. To the extent the Court deems the remaining averment a statement of fact the averment is denied.
6. Denied. After reasonable investigation Debtor is without knowledge sufficient to form a belief as to the truth of these averments.
7. Denied. As a preliminary matter, an estimated prepetition arrearage was set forth in Debtor's Amended Plan in the amount of \$655.08. The Amended Plan was confirmed on April 9, 2020. That amount will be paid through the Plan and is not a basis for a Motion for Relief. By way of further answer, Debtor denies she has missed 3 postpetition payments.
8. Denied. After reasonable investigation Debtor is without knowledge sufficient to form a belief as to the truth of these averments.
9. Denied. This averment represents a legal conclusion to which no response is necessary. To the extent the Court deems the remaining averment a statement of fact the averment is denied.
10. Admitted.
11. Denied. This averment represents a legal conclusion to which no response is necessary. To the extent the Court deems the remaining averment a statement of fact the averment is denied.
12. Denied. This averment represents a legal conclusion to which no response is necessary. To the extent the Court deems the remaining averment a statement of fact the averment is denied.
13. Denied. After reasonable investigation Debtor is without knowledge sufficient to form a belief as to the truth of these averments.

14. Denied. This averment represents a legal conclusion to which no response is necessary. To the extent the Court deems the remaining averment a statement of fact the averment is denied.

WHEREFORE, Debtor, Amanda K. Joas, respectfully prays this Honorable Court for an Order that the Motion of Capital One Auto Finance for Relief from Stay be denied, and for such other and further relief as the Honorable Court deems just and appropriate.

Newman Williams, P.C.

By: /s/ Robert J. Kidwell
Attorney for Debtor
PO Box 511, 712 Monroe Street
Stroudsburg, PA 18360
(570) 421-9090; fax (570) 424-9739
rkidwell@newmanwilliams.com